

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Granite Systems, Inc.		03/15/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2676049	XPERWORX
Registration Number:	2514467	XPERCOM
Registration Number:	2615081	IPEX
Registration Number:	2544091	XPERWEB
Registration Number:	2605851	XNG
Registration Number:	2821048	GATEWAYXNG
Registration Number:	2821047	WORXNG
Registration Number:	2821046	VIEWXNG
Registration Number:	2819482	IPEXNG
Registration Number:	2824817	WEBXNG

CORRESPONDENCE DATA

Fax Number: (212)455-2502

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: (212) 455-7698

TRADEMARK
REEL: 003060 FRAME: 0358

OP \$265.00 2676049

Email: ksolomon@stblaw.com
Correspondent Name: Mark Solomon, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Mark Solomon
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Signature:	/ms/
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Date:	04/05/2005
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Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement") dated March 15, 2005, is made by Granite Systems, Inc., a Delaware corporation (the "Grantor"), in favor of JPMorgan Chase Bank, N.A., as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, TTI Holding Corporation, a Delaware corporation (to be merged with and into Telcordia Technologies, Inc., a Delaware corporation), has entered into a Credit Agreement dated as of March 15, 2005 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with TTI Holding Corporation I, a Delaware corporation ("Holdings"), JPMorgan Chase Bank, N.A., as the L/C Issuer, the Swing Line Lender and the Administrative Agent, the other Agents named therein and the Lenders party thereto.

WHEREAS, as a condition precedent to the making of the Loans and the issuance of Letters of Credit by the Lenders under the Credit Agreement and entry into Secured Hedge Agreements by the Hedge Banks from time to time, Grantor, a subsidiary of Telcordia Technologies, Inc., has executed and delivered that certain Security Agreement dated as of March 15, 2005 made by Grantor to the Administrative Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, Grantor has granted to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Trademarks of Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and any other appropriate governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

Section 1. Grant of Security. Grantor hereby grants to the Administrative Agent for the ratable benefit of the Secured Parties a continuing security interest in all of Grantor's right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark owned by Grantor, including, without limitation, each Trademark registration and application therefor, referred to in Schedule 1 hereto;
- (ii) each exclusive Trademark license to which Grantor is a party;
- (iii) all registrations and applications for registration for any of the foregoing;
- (iv) all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of Grantor accruing thereunder or pertaining thereto; and
- (v) any and all Proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and Supporting Obligations relating to, any and all of the foregoing, including, without limitation, all Proceeds of and revenues from any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, all proceeds and damages relating thereto.

Section 2. No Transfer of Grantor's Rights. Except to the extent expressly permitted in the Credit Agreement or Security Agreement, Grantor agrees not to sell, license, exchange, assign, or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

Section 3. Security for Obligations. The grant of continuing security interest in the Trademark Collateral by Grantor under this Trademark Security Agreement secures the payment of all Obligations of Grantor, now or hereafter existing under or in respect of the Finance Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

Section 4. Recordation. Grantor authorizes and requests that the United States Patent and Trademark Office and any other applicable government office record this Trademark Security Agreement.

Section 5. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

Section 6. Grants, Rights and Remedies. This Trademark Security Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Administrative Agent in connection with the Security Agreement and is expressly subject to the terms and conditions thereof and does not modify its terms or conditions or create any additional rights or obligations for any party thereto or hereto. The Security Agreement (and all rights and remedies of the Administrative Agent thereunder) shall remain in full force and effect in accordance with its terms.

Section 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANITE SYSTEMS, INC.

By: _____

Name: Joseph Walsh

Title: Chief Financial Officer

JPMORGAN CHASE BANK, N.A.
As Administrative Agent for Lenders

By: _____

Name:

Title:

Section 7. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

GRANITE SYSTEMS, INC.

By: _____
Name:
Title:


JPMORGAN CHASE BANK, N.A.
As Administrative Agent for Lenders

By: THKQ
Name: **Thomas H. Kozlark**
Title: **Vice President**

STATE OF)
) ss
COUNTY OF)

On March __, 2005, before me personally came Joseph Walsh, who is personally known to me to be the Chief Financial Officer of Granite Systems, Inc., a Delaware corporation; who, being duly sworn, did depose and say that he is the Chief Financial Officer in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

ROBERT KOONIN
Notary Public, State of New York
No. 01K08113974
Qualified in Rockland County
Certificate Filed in New York County
Commission Expires Aug. 9, 2008



Notary Public

(PLACE STAMP AND SEAL ABOVE)

STATE OF New York)
COUNTY OF New York) ss
th

On March 7, 2005, before me personally came Thomas Kozlark, who is personally known to me to be the Vice President of JPMorgan Chase Bank, N.A., a national banking association; who, being duly sworn, did depose and say that she/he is the Vice President in such association, the association described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such association; and that she/he acknowledged said instrument to be the free act and deed of said association.

Edeleine C. Adderley

Notary Public

EDELINE C. ADDERLEY
Notary Public, State of New York
No. 01AD6079940 Qualified in Bronx County
Certificate Filed in New York County
Commission Expires September 3, 2008

(PLACE STAMP AND SEAL ABOVE)

**Schedule 1
To Trademark
Security Agreement**

Trademarks

U.S. Registered Trademarks:

Xperworx	No. 2,676,049	Registered January 21, 2003
Xpercom	No. 2,514,467	Registered December 4, 2001
ipeX	No. 2,615,081	Registered September 3, 2002
Xperweb	No. 2,544,091	Registered March 5, 2002
Xng	No. 2,605,851	Registered August 6, 2002
gatewayXng	No. 2,821,048	Registered March 9, 2004
worXng	No. 2,821,047	Registered March 9, 2004
viewXng	No. 2,821,046	Registered March 9, 2004
ipeXng	No. 2,819,482	Registered March 2, 2004
webXng	No. 2,824,817	Registered March 23, 2004

EU Registered Trademarks:

Granite	No. 002377638	Filed March 31, 2003
Company logo	No. 002378636	Filed January 20, 2003
Xpercom	No. 002377752	Filed October 15, 2002
Xng	No. 2377620	Registered April 6, 2004
Granite Systems	No. 2377935	Registered May 17, 2004